

**FIRST AMENDMENT TO AGENT SERVICES FEE AGREEMENT BETWEEN
MARK TERMINI ASSOCIATES INC and KLUTCH SPORTS GROUP, LLC**

This First Amendment to Agent Services Fee Agreement Between Mark Termini Associates Inc and Klutch Sports Group, LLC (this Amendment) is made this 18th day of March, 2016 between **Mark Termini Associates Inc** and **Mark Termini** individually (collectively MTA/MT) and **Klutch Sports Group, LLC** and **Rich Paul** individually (collectively KSG/RP).

WHEREAS, MTA/MT and KSG/RP are party to the Agent Services Fee Agreement Between Mark Termini Associates Inc and Klutch Sports Group, LLC dated March 17, 2014 (the Agreement); and

WHEREAS, MTA/MT and KSG/RP desire to renew and amend the Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Paragraph 1 of the Agreement shall be amended as follows:

1. SCHEDULE OF AGENT SERVICES FEES DUE TO MTA/MT: (The Percentage Fee Amounts listed below are of the Fee amount charged by KSG/RP to the Client and shall apply to the Total Value of the Client Contract (hereinafter TVCC) -

<u>CLIENT</u>	<u>FOR AN NBA CONTRACT</u>	<u>FOR ANY NON-NBA PLAYING CONTRACT</u>	<u>FOR A MARKETING CONTRACT</u>
1. All NBA Clients (unless otherwise noted herein or in a written Exhibit to this Agreement)	25%	25%	25%
2. Eric Bledsoe	25%	25%	25%
3. Kentavious Caldwell-Pope	25%	25%	25%
4. Norris Cole	25%	25%	25%
5. Montrezl Harrell	25%	25%	25%
6. LeBron James	25% (that is, ½ of 1% of the TVCC) - See NOTE 1	25%	N/A
7. JaJuan Johnson	25%	50%	25%
8. Cory Joseph	25%	25%	25%

9. Trey Lyles	25%	25%	25%
10. Kevin Seraphin	50%	50%	50%
11. Ben Simmons	25%	25%	25%
12. J.R. Smith	25%	25%	25%
13. Tristan Thompson	25%	25%	25%
14. John Wall	25%	25%	25%

2. Paragraph 6 of the Agreement shall be amended by adding the following sentence: The Total Agent Services Fee due to MTA/MT is due and payable by KSG/RP to MTA/MT immediately and in full upon the signing by the Client of the underlying playing or endorsement contract, and the waiver or deferral of the Fee due from the Client to KSG/RP shall not affect, reduce, waive or defer the Agent Services Fee amount due from KSG/RP to MTA/MT; however, the Parties may mutually agree (via a separate writing acknowledged by both MTA/MT and KSG/RP) to a Fee payment schedule for the Agent Services Fee payment due to MTA/MT from KSG/RP on a case by case basis.
3. Pursuant to the provisions of Paragraph 10 of the Agreement, the Parties hereby agree to renew and extend the Term of the Agreement for a period of Five (5) Years, beginning on December 2, 2015.

Except as set forth in this Amendment, the Agreement dated March 17, 2014 is unaffected and shall continue in full force and effect in accordance with its terms. If there is a conflict between this Amendment and the Agreement, the terms of this Amendment will prevail.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first set forth above:

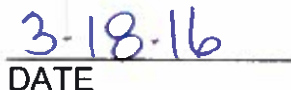

RICH PAUL

as an Individual and as CEO, Klutch Sports Group, LLC


DATE 3-18-16

MARK M. TERMINI

as an individual and as President, Mark Termini Associates Inc


DATE 3-18-16